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present, he did not understand them. *Bailey & Walters v. Peters et al.* (1906) 28 Oh. C. C. 823. If want of knowledge of the terms of an auction were held sufficient grounds for rescission, no one could be certain that he had sold his property. See *Wainright v. Reid et al.* (S. C. 1797) 1 Dessaus. 573, 583. The bidder should be placed under a duty to enquire what the terms are, or else bid at his peril. Ignorance of the terms is no excuse. *Graham v. Healy* (1912) 154 App. Div. 76, 138 N. Y. Supp. 611; *Fain v. Vanlcer* (1845) 25 Tenn. 104; *contra*, *Porter v. Liddle* (La. 1819) 7 Mart. O. S. *23. While the decision in *Sohns v. Beavis*, *supra*, seems to control the instant case, the result reached is unsound in principle, and against the weight of authority.

BILLS AND NOTES—PAROL EVIDENCE—AGENCY.—The defendant signed a note payable to the order of the plaintiff. In an action on the note the court refused, two judges dissenting, to admit parol evidence to show that the defendant was acting as agent for his wife and that the plaintiff knew this. *United Drug Co. v. Bedell* (Ark. 1920) 223 S. W. 372.

The instant case follows the general rule that parol evidence is inadmissible to change a written instrument. *Richards v. Warnekros* (1913) 14 Ariz. 488, 131 Pac. 154; *Crelieu v. Mackey* (1913) 243 Pa. St. 363, 90 Atl. 158. However, the courts seize upon the slightest excuse to avoid this rule when its result is obviously harsh. In a case where the defendant signed a note "W agt." the court, in an action between the original parties, held parol evidence admissible to show that the parties did not intend that the defendant be bound. *Keidan v. Winegar* (1893) 95 Mich. 430, 54 N. W. 901; *Kerby v. Ruegamer* (1905) 107 App. Div. 491, 95 N. Y. Supp. 408 (under N. I. L.) *Crandall v. Rollins* (1903) 83 App. Div. 618, 82 N. Y. Supp. 317. The ground for the decision was that the word "agt." raised an ambiguity which might be explained by parol evidence. Some courts, while not allowing parol evidence in such an action at law, *Day v. Ramsdell* (1894) 90 Iowa 731, 57 N. W. 630, have admitted it in an action to reform the contract. *Scraper Co. v. Stutsleman* (1904) 122 Iowa 396, 98 N. W. 139.

CARRIERS—NEGLIGENT ISSUE OF STREET-CAR TRANSFERS—EJECTION.—The plaintiff paid his fare on a street car and secured a transfer from the conductor who mistakenly designated the wrong transfer point. When the plaintiff boarded the second car there, he was informed that the transfer was not good at that point and upon his refusal to pay an additional fare, the car crew attempted to put him off by force. The plaintiff sued for injuries received in the struggle. *Held*, although negligently misdirected by the conductor of the first car, a passenger cannot insist that the second conductor accept his explanation as against the invalid ticket. The use of necessary force in ejecting the plaintiff was justifiable and he cannot recover for injuries sustained. *Wasserman v. Los Angeles Ry. Corp.* (Cal. 1920) 193 Pac. 130.

According to one view, a passenger who tenders a defective street-car transfer made invalid by the negligence or mistake of one of the carrier's agents cannot recover in tort for an ejection upon refusal to pay a second fare, the transfer being regarded as conclusive evidence of the right to ride. *Bradshaw v. South Boston Ry.* (1883) 135 Mass. 407; see *Little Rock Ry. & Electric v. Goerner* (1906) 80 Ark. 158, 95 S. W. 1007. The reason advanced is that it would be a hardship to compel a conductor to decide at his peril whether to take the passenger's word contradicted by the ticket or to obey his instructions. The other rule is that the carrier is liable in tort because the transfer is mere evidence, not conclusive, of the contract which creates a duty to carry. *Georgia Ry. & Electric v. Baker* (1906) 125 Ga. 562, 54 S. E. 639; *Indianapolis St. Ry. v. Wilson* (1903) 161 Ind. 153, 66 N. E. 950. But it has been suggested that by resisting

an ejection, the plaintiff gets no additional damages. See *Morrill v. Minneapolis Ry.* (1908) 103 Minn. 362, 115 N. W. 395. The conductor is merely obeying a reasonable rule, *i. e.*, to eject if the proper fare or ticket is not tendered, and personally is not acting wrongfully. On the other hand, the carrier is put in the wrong by the careless act of the first conductor. See *Muckle v. Rochester Ry.* (1894) 79 Hun 32, 29 N. Y. Supp. 732. Hence, even where the plaintiff cannot recover on the ground of a wrongful ejection, there can be a recovery for the negligence of the first conductor in giving the wrong ticket. *Montgomery Traction Co. v. Fitzpatrick* (1907) 149 Ala. 511, 43 So. 136. In the instant case, the plaintiff should be allowed to recover for such injuries as were the proximate result of the negligence of the conductor who issued the transfer.

CARRIERS—PROXIMATE CAUSE—VIOLATION OF SEPARATE COACH LAW.—A statute required railroads to provide separate cars for white and negro passengers and imposed a duty upon their servants to separate such passengers. While riding in a car assigned to whites, a colored passenger committed an assault on the plaintiff. In an action against the carrier, the plaintiff was allowed to recover on the ground that, even if the assault could not have been anticipated from the mere admission of the negro to the car for whites, the violation of the statute *per se* was the proximate cause of the plaintiff's injury. *Hines, Director General of Railroads v. Meador* (Ark. 1920) 224 S. W. 742.

Some courts hold that such an injury is the proximate result of a violation of the separate coach law because it is a consequence which the statute sought to prevent and hence should have been anticipated by the carrier. *Texas etc. Ry. v. Baker* (Tex. 1916) 184 S. W. 664; see *Quinn v. Louisville & N. Ry.*, (1895) 98 Ky. 231, 32 S. W. 742. Other courts take the opposite view, that the violation of a separate coach law alone is not the proximate cause of such an injury. *Royston v. Illinois Central Ry.* (1890) 67 Miss. 376, 7 So. 320; see *Missouri etc. Ry. of Texas v. Brown* (Tex. 1913) 158 S. W. 259. If, as a matter of fact, the injury in the instant case could not reasonably have been anticipated in the absence of a statute, it is difficult to comprehend how the mere passage of a statute creating a duty in the carrier would increase the plaintiff's risk at the hands of a fellow passenger. Such a statute would be no more than a recognition of the fact that such an injury was likely to happen. The instant case, in allowing a recovery even if the injury was not reasonably to be anticipated, cannot be sustained on the ground taken by the court. But on policy, it cannot be denied that the imposition of civil liability upon the carrier would result in a more careful compliance with the statute. *Quinn v. Louisville & N. Ry.*, *supra*.

CHATTEL MORTGAGES—EFFECT OF FOREIGN RECORDING ACT—SUBSEQUENT REMOVAL OF CHATTEL.—One Stainbrook purchased an automobile truck from the plaintiff in Colorado and gave a chattel mortgage to secure the purchase price thereof. This mortgage was recorded in Nebraska, the domicil of the mortgagor. The latter took the truck on frequent trips over the Colorado line, to dispose of his produce and to make ordinary purchases, of which the plaintiff was aware. The defendant seized the truck as a pledge for a garage bill incurred in Colorado, after having searched the Colorado records. The mortgagee now sues in replevin. *Held*, for the plaintiff. *Flora v. Julesburg Motor Co.* (Colo. 1920) 193 Pac. 545.

Under the recording acts of the various states, it is generally held in a domestic question that a mortgage recorded in the proper county is constructive notice to third persons in every other county of the state. *Cool v. Roche et al.* (1886) 20 Neb. 550, 31 N. W. 367. Similarly, the mortgagee is usually given priority of lien over subsequent lienors, such as the defendant here. *Rohrer v.*